

REMARKS

This Amendment is filed in response to the Office Action FINAL) mailed on 09/26/2005. All objections and rejections are respectfully traversed.

Claims 1-22 are in the case.

New claims 23-25 are added to better claim the invention. Claim 23 is independent, and claims 24 and 25 depend from claim 23.

At Paragraph 3 of the Office Action Claims 1-22 were rejected under 35 U.S.C. 102 (e) as being anticipated by Modi et al. U. S. Patent No. 6,587,866 B1 issued July 1, 2003 (hereinafter Modi).

As now amended claims 1, 17, 21, 22 and 23 (all the independent claims) contain the stated claim limitation of:

...
determining the size of the packet,
determining a cost associated with the packet *of that size*, the cost representing a load associated with processing the packet;

...

No new matter is added, as the relationship to the packet size is clearly stated on page 4, lines 17-20, and other places in the original application as filed.

The Office Action, item 3, states that “Modi discloses a cost associated with the packet, the cost representing a load associated with processing the packet [(See column 8, lines 4-5)]; determining an anticipated load for each coprocessor in the plurality of co-

processors using the cost [(See column 8, lines 4-5)]; and selecting the coprocessor from the plurality of coprocessors based on the anticipated load[(See column 2, lines 16-17)].”

From this excerpt, the Examiner is relating “load,” “load balancing,” and “weights” discussed in Modi with the “costs,” “loads,” and “anticipating of costs” in the claims of the present application. However, as now amended, in all the claims in the present application, the cost/load is related to the *size* of the packet being or to be processed.

Modi does not discuss the size of the packet as an element of costs or load. To my reading Modi never discusses the size of the packet at all. The cited references in the Office Action include: Column 8, lines 4-5 states that, “..such as a weighted or round robin load balancing policy. The weights may specify that a certain percentage of traffic is sent to a certain node.”

Please note that the “round robin” policy is defined in the background of the present application as filed on pages 2 over to 3. The round robin technique distributes packets with no reference to the size of the packet, and the original application discusses this as a problem that is addressed in the present application. There is nothing in Modi to alter this definition of round robin and the associated problem.

Column 2, lines 16-17 (cited in item 3 of the Office Action), states, “Once a server node is selected, the packet is forwarded to the server node. The conventional technique of using a remote procedure call...” Again, there is no mention of packet size.

Later in item 3 of the Office Action, in the discussion of original claims 4, 5 and 6 (each of which mention packet size), Modi column 15, lines 39-41, is cited as anticipating claims 4 and 5, and column 11, lines 12-20 is cited for claim 6.

Modi's column 15, lines 39-51, reads, "...the data is divided into packets." There is no reference to the size of the packets, much less to dividing the packet's size, as in claim 4; or multiplying the packet's size as in claim 5. Reiterating, Modi does not discuss the size of the packets.

Modi's column 11, lines 12-20, reads, ".....the process of looking up a service for a packet.....starts by performing a look up based upon the destination address Based on a hash of the protocol, service IP address, and port number of the service...." Again there is no mention of packet size.

Accordingly, Applicant respectfully urges that Modi is silent and legally precluded from anticipating Applicants' claimed novel invention under 35 U.S.C. 102 (e) because of the absence from Modi of any disclosure of Applicant's claimed novel:

determining the size of the packet,
determining a cost associated with the packet *of that size*, the cost representing a load associated with processing the packet;...

All independent claims are believed to be in condition for allowance.

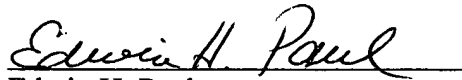
All dependent claims are believed to be dependent from allowable independent claims are therefore in condition for allowance.

Favorable action is respectfully solicited.

Please charge any additional fee occasioned by this paper to our Deposit Account

No. 03-1237.

Respectfully submitted,

A handwritten signature in cursive script, reading "Edwin H. Paul", is written over a horizontal line.

Edwin H. Paul

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